

EXHIBIT B

LDP TRAINING COST AGREEMENT

THIS LEADERSHIP DEVELOPMENT PROGRAM ("LDP") Training Cost Agreement ("Agreement") is entered into this _____ day of _____ (date of acceptance) by and between Branch Banking and Trust Company, a North Carolina Corporation, on behalf of itself and its member banks, affiliates, and subsidiaries, whose headquarters is at 200 West Second Street, Winston-Salem, North Carolina 27101 ("BB&T") and the Leadership Associate ("Associate") shown below.

In consideration of BB&T's offer to Associate and Associate's acceptance of admission to BB&T's LDP, BB&T and Associate agree as follows:

1. BB&T's LDP is designed to provide Associate with financial services skills and expertise which Associate does not possess upon entering the LDP. BB&T will invest considerable time and money in Associate in the LDP. BB&T's cost per Associate of the LDP is calculated to be Forty-Six Thousand Dollars (U.S. \$46,000.00) ("Training Cost").
2. Associate agrees to repay BB&T the Training Cost if within sixty (60) months of Associate's first day of employment as an Associate, either Associate terminates employment with BB&T for any reason, or Associate's employment is terminated by BB&T for Just Cause. However, one-sixtieth (1/60th) of Training Cost will be forgiven for each full month of the Associate's employment with BB&T. Further, Associate agrees to repay any remaining balance of the Training Cost (after taking into account any deductions by BB&T pursuant to paragraph 4 of this Agreement) within thirty (30) days of Associate's last day of BB&T employment.
3. "Just Cause" means one or more of the following: the Associate's personal dishonesty; gross incompetence; willful misconduct; breach of a fiduciary duty involving personal profit; willful failure to perform stated duties; willful violation of any law, rule or regulation (other than traffic violations or similar offenses) or final cease-and-desist order; conviction of a felony or of a misdemeanor involving moral turpitude; unethical business practices in connection with BB&T's business as defined by the BB&T Code of Ethics; or misappropriation of BB&T's assets. For purposes of this provision, no act or failure to act, on the part of the Associate shall be considered "willful" unless it is done, or omitted to be done, by the Associate in bad faith or without a reasonable belief that the Employee's action or omission was in the best interests of BB&T.
4. The Associate acknowledges and agrees that (i) the Associate fully understands and accepts the Training Cost and the other terms of this Agreement and (ii) intends to be legally bound by this Agreement. This Agreement shall be construed in accordance with North Carolina law.

AGREED TO:

Date

Signature

Print Associate Name

FOR BB&T LEADERSHIP DEVELOPMENT PROGRAM STAFF USE ONLY

ACCEPTED BY:

Date

BB&T Representative

Print Name